

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Lynda T. Bui – State Bar No. 201002 Elyza P. Eshaghi – State Bar No. 293395 SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lbui@shbllp.com; eeshaghi@shbllp.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Charles W. Daff, Chapter 7 Trustee</p>		<p>FOR COURT USE ONLY</p>	
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>			
<p>In re:</p> <p>DEBRA J. BELL,</p> <p>Debtor(s).</p>		<p>CASE NO.: 6:15-bk-21300-SY CHAPTER: 7</p> <p>NOTICE OF SALE OF ESTATE PROPERTY</p>	

Sale Date: 05/26/2016	Time: 9:30 am
Location: Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 05/12/2016

Description of property to be sold: Real property located at 95674 Sitkum Lane, Myrtle Point, Oregon

Terms and conditions of sale: See attached for more information.

Proposed sale price: 140,000.00, subject to lender approval

Overbid procedure (if any): n/a

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

n/a

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

n/a

Date: 05/04/2016

**ATTACHMENT TO NOTICE
OF SALE OF ESTATE PROPERTY**

Attachment to Notice of Sale of Estate Property
[with details per LBR 6004-1(c)(3)]

Required Information per LBR 6004-1(c)(3)	Response
Date, Time, and Place of the hearing on the Proposed Sale	May 26, 2016 at 9:30 a.m. U.S. Bankruptcy Court Courtroom 302 3420 Twelfth Street Riverside, CA 92501
Name and Address of Proposed Buyer (subject to lender approval)	Corena Rae Johnson 1887 20 th Street Myrtle Point, Oregon
Description of the Property to be Sold	95674 Sitkum Lane Myrtle Point, Oregon
Terms and conditions of the proposed sale, including the price and all contingencies	\$140,000, subject to lender approval of all costs or expenses as identified on the HUD-1.
Whether the proposed sale is free and clear of liens, claims or interest or subject to them and a description of all such liens, claims or liens	Proposed sale is subject to the liens as indentified in the Preliminary Title Report attached as Exhibit 1 to the Declaration of Charles W. Daff annexed to the Motion, which includes Citibank, N.A as Trustee for WaMu Mortgage Pass-Through Certificates Series 2004-CB3.
Whether the proposed sale is subject to higher and better bids	Yes to the extent the lender requires the highest and best offer and one that is consistent with the lender's own appraisal.
Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale	The Estate is expected to receive \$15,000 in "trustee release fees". The estimated cost for the sale is 8% of the sale price or \$11,200. However, the approval of the costs is subject to lender approval.
If authorization is sought to pay commission, the identity of the broker/sales agent and the amount or percentage of the proposed commission to be paid	Short Sale Success, NA and Pacific Properties (local broker); real estate broker's commission of no more than 6%. However, any such payment to the brokers or any costs is subject to lender approval and if the lender does not approve, then escrow cannot close.
A description of the estimated/possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid	It is not anticipated that there will be any tax liability because the Oregon Property was purchased for \$139,500 in 1995 and the sale price is \$140,000.
Date which objection may be filed and served	Objections may be served 14 days prior to the hearing or May 12, 2016.

Lynda T. Bui – Bar No. 201002
Elyza P. Eshaghi – Bar No. 293395
SHULMAN HODGES & BASTIAN LLP
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Attorneys for Charles W. Daff,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION

In re

DEBRA J. BELL,

Debtor.

Case No. 6:15-bk-21300-SY

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

(1) **AUTHORIZING THE SHORT SALE OF
REAL PROPERTY OF THE ESTATE
PURSUANT TO BANKRUPTCY CODE §
363(b);**

(2) **APPROVING PAYMENT OF REAL ESTATE
COMMISSION; AND**

(3) **GRANTING RELATED RELIEF
INCLUDING USE OF SALE PROCEEDS TO
REIMBURSE TRUSTEE FOR ACTUAL
COSTS INCURRED**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATIONS OF
CHARLES W. DAFF AND DEBORAH L. PRIEBE
IN SUPPORT THEREOF**

**Real Property located at: 95674 Sitkum Lane,
Myrtle Point, Oregon**

Hearing Date:

Date: May 26, 2016

Time: 9:30 a.m.

Place: Courtroom 302

3420 Twelfth Street

Riverside, CA 92501

1 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE,**
2 **THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED**
3 **PARTIES:**

4 Charles W. Daff (“Trustee”), the duly appointed, qualified, and acting Chapter 7 trustee
5 for the bankruptcy estate of Debra J. Bell (“Debtor”), brings this Motion for Order: (1)
6 Authorizing the **Short Sale** of Real Property of the Estate Pursuant to Bankruptcy Code §
7 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief
8 Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred (“Sale Motion”)
9 and respectfully represents as follows:

10 **I. BACKGROUND AND RELIEF REQUESTED**

11 The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on
12 November 20, 2015 (“Petition Date”). The initial Section 341(a) Meeting of Creditors was held
13 on December 21, 2015 and has been concluded. The claims bar date is June 27, 2016 and May
14 18, 2016 for governmental entities.

15 On her Statement of Financial Affairs, item 4, the Debtor indicates she is a party to
16 litigation pending in the Coos County Superior Court, State of Oregon, entitled Citibank, NA as
17 Trustee for the WAMU Mortgage vs. Debra Bell, et al.; Case No. 15CV0670 (the “Oregon
18 Foreclosure Action”). Upon further investigation, the Trustee has determined that the Oregon
19 Litigation relates to residential real property located at 95674 Sitkum Lane, Myrtle Point, Oregon
20 (“Oregon Property”). Title to the Oregon Property is held in the name of “Debra J. Bell, an
21 estate in fee simple”.

22 The Preliminary Title Report dated March 30, 2016 is attached to the Declaration of
23 Charles W. Daff (“Daff Declaration”) as **Exhibit 1**. The outstanding liens against the Oregon
24 Property (“Secured Creditor(s)”) are as shown on the Preliminary Title Report. Based on the
25 Preliminary Title Report, the Oregon Foreclosure Action and information obtained by the
26 Trustee, the Oregon Property is over-encumbered.

27 Through this Sale Motion, the Trustee seeks authorization to sell the Oregon Property,
28 subject to prior written approval of Secured Creditor(s). Thus, all liens shown on the

Preliminary Title Report will be fully or partially satisfied or released prior to closing or paid at the time of closing (or the Secured Creditor(s) will not give written approval for the sale). The Trustee will comply with any and all conditions set forth by the Secured Creditor(s).

The Secured Creditor will pay the closing costs at close of escrow, including the real estate broker's commission of no more than 6%.

Buyer shall pay the Bankruptcy Estate a trustee release fee of \$15,000 or 4% of the selling price, whichever is greater.

The Trustee believes that it is in the best interest of the Estate and its creditors to short sell the Oregon Property as set forth above.

Nothing in the Sale Motion is intended to impair any secured creditor's right to seek relief from the automatic stay or to foreclose on the Oregon Property.

II. ARGUMENT¹

A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.

The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704, which provides in relevant part as follows:

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

...

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983).

¹ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities be filed in support of the Sale Motion, the Trustee is nevertheless submitting one.

In this case, the sale is anticipated to net the Estate \$15,000 from the “trustee’s release fees” that the buyer will pay as part of the sale.

III. CONCLUSION

WHEREFORE, based upon the foregoing, the Trustee respectfully submits that good cause exists for granting the Sale Motion and requests that the Court enter an order as follows:

1. Authorizing the Trustee to short sell the Oregon Property on an as-is, where-is basis, without any warranties or representations, to the Buyer in an amount approved by Secured Creditor(s) under the terms and conditions set forth above, including compliance with the written Short Sale Approval Letter to be obtained from Secured Creditor(s), (a) Secured Creditor pay all customary and normal closing costs at close of escrow, including a real estate commission of no more than 6%, (b) obtain release of or pay all liens as shown on the Preliminary Title Report prior to closing or at the time of closing; (c) approve payment from Buyer of \$15,000 to the Estate or 4% of sale price, whichever is higher, and (d) authorize the Trustee to execute any and all documents to effectuate this sale.

2. Pursuant to Local Bankruptcy Rule 6004-1(g), the Trustee will file a Report of Sale detailing the terms of sale with the Court once the sale closes.

3. For such other and further relief as the Court deems just and proper under the circumstances of this case.

SHULMAN HODGES & BASTIAN LLP

Dated: May 4, 2016

By: /s/ Lynda T. Bui
Lynda T. Bui
Elyza P. Eshaghi
Attorneys for Charles W. Daff, Chapter 7 Trustee for
the bankruptcy estate of Debra J. Bell

DECLARATION OF CHARLES W. DAFF

I, Charles W. Daff, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate ("Estate") of Debra J. Bell. I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I make this Declaration in support of my Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate to the Highest Bidder Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred ("Sale Motion"). Through the Sale Motion, I am requesting authority to (a) short sell the Oregon Property on an as-is, where-is basis, without any warranties or representations, to a buyer in an amount approved by the lender under the terms and conditions set forth above, including compliance with the written Short Sale Approval Letter to be obtained from the lender, (b) Secured Creditor pay all customary and normal closing costs at close of escrow, including a real estate commission of no more than 6%, (c) obtain release of or pay all liens as shown on the Preliminary Title Report prior to closing or at the time of closing; (d) approve payment from buyer of \$15,000 to the Estate or 4% of sale price, whichever is higher, and (e) execute any and all documents to effectuate this sale.²

3. Attached hereto as **Exhibit 1** is a true and correct copy of the Preliminary Title report for the Property dated March 30, 2016. The lender identified is **Citibank, N.A as Trustee for WaMu Mortgage Pass-Through Certificates Series 2004-CB3**.

4. Attached hereto as **Exhibit 2** is a true and correct copy of the Residential Real Estate Sale Agreement and other documents in support of the sale of the Oregon Property. The buyer identified is **Corena Rae Johnson**. These documents have been submitted to the lender for review and consideration.

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²

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

1 5. The Debtor did not schedule ownership of the Oregon Property but only a lawsuit
2 involving the same. Through my investigation and diligence, I learned about the ownership of
3 the Oregon Property and that it is over-encumbered.

4 6. The below information is being provided pursuant to Local Bankruptcy Rule
5 6004-1(c)(2)(b). I obtained the assistance of real estate agent Deborah L. Priebe of Short Sale
6 Success, NA to attempt to short sell the Oregon Property. Based on her review of the Oregon
7 Property, she advises that the value of the Oregon Property is approximately \$130,000 to
8 \$150,000. The current offer price is \$140,000. Because the Oregon Property is over-
9 encumbered, I can only sell it if the lender approves of the sale. Every lender has its own
10 procedure for approving short sales and I have asked Ms. Priebe to submit a declaration detailing
11 the general procedure and process of such sale for the Court. Because the short sale process
12 takes time and because I only have 30 days from short sale approval to closing, I am filing this
13 Motion and requesting that the sale be approved *subject to final lender approval*.

14 7. Unlike traditional sales, this sale is not subject to overbids. I have not been
15 contacted by any overbidders for the purchase of the Oregon Property. The lender, who has
16 complete and sole authority, will determine what sale price it will approve based on its own
17 procedures, which routinely include its own appraisal so I do not believe an overbid is necessary
18 or appropriate as the highest price I obtain will still need to be subject to the lender's approval.

19 8. The sale is in the best interest of the Estate because the Estate is anticipated to
20 receive \$15,000 from the sale. The buyer has agreed to pay this amount. Because I have created
21 "equity" of \$15,000, where there was none, creditors can expect to receive a significant
22 distribution (as opposed to nothing). As this case is in its early stages and the short sale of the
23 subject property is *not* the only asset in the case, I will represent to the Court that I will work
24 with my professionals (and if necessary, ask them to reduce administrative expenses) to ensure
25 that creditors receive a meaningful distribution.

26 9. For the reasons set forth in the Sale Motion and this Declaration, I respectfully
27 request that the Court grant the Sale Motion so that I do not lose this favorable business
28

1 opportunity to generate a substantial amount of funds for the Estate from an asset that otherwise
2 has no equity.

3 10. As is required by Federal Rule of Bankruptcy Procedure 6004(f) and Local
4 Bankruptcy Rule 6004-1(g), I will file a Report of Sale detailing the terms of the sale shortly
5 after the sale closes.

6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct.

8 Executed on May 3, 2016, at Irvine, California.

9  5/3/16

10 Charles W. Daff
11 Solely in the capacity as the Chapter 7 trustee for the
12 bankruptcy estate of Debra J. Bell
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DECLARATION OF DEBORAH L. PRIEBE

I, Deborah L. Priebe, declare and state as follows:

1. The matters stated herein are true and correct and within my personal knowledge. If called as a witness, I could and would competently testify thereto. I am a real estate broker, duly licensed in the State of California and the State of Nevada and am the Sr. Vice President of Short Sale Success, NA located at 170 South Green Valley Parkway, Suite 200, Henderson, Nevada; telephone (702) 990-4373. I make this declaration in support of the Chapter 7 Trustee's Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred filed by Charles W. Daff, the Chapter 7 trustee for the bankruptcy estate of Debra J. Bell.

2. As background, I would like to explain to the Court my understanding of the basic procedures that we go through to obtain the lender's short sale approval for any real property. As a caveat, all lenders have their own procedures in addition to the basic requirements. With respect to the basic requirement true for all short sales, we start with obtaining the listing from the bankruptcy trustee. After a physical inspection of the property, we take pictures and put the property on the market. To the extent that there are any showings requested, we accommodate that as well. We coordinate with the debtor or the occupant of the property. When we receive any offer, we send out a request for highest and best offer along with all the bankruptcy terms before submitting the highest and best to the bankruptcy trustee for review and execution. Once we have an accepted offer, we present that offer with a package of all required documents (which are lender specific). The package is often voluminous and lenders can change requirements midstream and we would need to submit completed documents on their forms. Routinely, if there is anything missing or not properly completed, the lender will not review the file or consider the short sale. Assuming all documents are completed and are properly submitted, the lender usually obtains an independent appraisal of the property. Depending on the lender, at this stage, the file is assigned a negotiator.

1 3. The package for a short sale for any lender always includes a proposed
2 preliminary HUD-1 which details what funds will come in for the sale and the costs to be paid as
3 well as the payoff to the lender and the payment to the Estate. The HUD-1 is the basis for which
4 every real estate sale transaction in the United States is founded on. There is not a transaction in
5 any 50 states that is completed without a HUD-1. The buyer, seller and lender review and
6 approve the HUD-1 before funds are dispersed through escrow in the state of California. The
7 HUD-1 is signed by all parties in agreement to the payoff of each line item in the sale. The
8 lienholder acknowledges that their final approval of closing a property would be the approval of
9 said HUD-1. If for any reason the lender does not approve a line item, it would not sign the
10 HUD-1, and escrow could not disburse funds or close the sale.

11 4. Once the package is complete, the negotiator then reviews the entire package,
12 including the proposed HUD-1 and all the itemized proposed payments. If the negotiator does
13 not approve a certain cost or payment, he or she will require that the items be deleted or
14 otherwise modified. Using the proposed HUD-1, the negotiator will cause the written short sale
15 approval letter to be generated and sent to the bankruptcy trustee and/or the borrower(s). The
16 short approval letter usually only provides for 30 days to close escrow. An extension is often
17 difficult to obtain. In addition, not closing escrow within the 30 days can substantially delay
18 closing because some lenders re-start the process, others require new appraisals, and yet others
19 will proceed with foreclosure. It is not uncommon to see the lender negotiate the short sale at the
20 same time it proceeds with the foreclosure process such that upon expiration of the approval, the
21 subject property forecloses. For the above reasons and based on my years of experience, it is
22 most beneficial to obtain the order approving the sale such that escrow can close shortly after the
23 lender approves the short sale.

24 I declare under penalty of perjury under the laws of the United States of America that the
25 foregoing is true and correct.

26 Executed on April 29, 2016 at Henderson, Nevada.

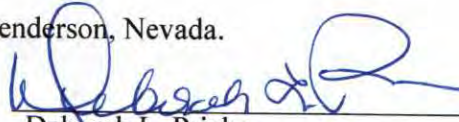
27 
28 Deborah L. Priebe

EXHIBIT “1”

PRELIMINARY TITLE REPORT



**Ticor Title
PRELIMINARY REPORT**

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

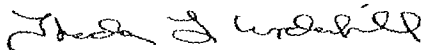
The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Nebraska corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned





Ticor Title

300 W Anderson Avenue, PO Box 1075, Coos Bay, OR 97420
(541)269-5127 FAX (541)269-7583

PRELIMINARY REPORT

ESCROW OFFICER: Denise Mateski
TITLE OFFICER: John Beaver

ORDER NO.: 360616015218-TTCOO06

TO: Ticor Title Company of Oregon
Attn: Denise Mateski
300 W. Anderson
Coos Bay, OR 97420

OWNER/SELLER: Trustee

BUYER/BORROWER: Corena Johnson

PROPERTY ADDRESS: 95674 Sitkum Lane
Myrtle Point, Oregon 97458

EFFECTIVE DATE: March 30, 2016, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
Owner's Standard	140,000.00	\$ 550.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee as to Parcel 1 and Easement as to Parcel 2

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Debra J. Bell, an estate in fee simple

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF COOS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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PRELIMINARY REPORT

(Continued)

Order No.: 360616015218-TTCOO06

EXHIBIT "A"

Parcel 1: The East 907.8 feet of the South 1/2 of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

Parcel 2: Together with an easement for ingress and egress as set forth in Deed recorded June 6, 1958 in Book 265, Page 469, Deed Records of Coos County, Oregon.

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Order No.: 360616015218-TTCOO06

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Any rights of the parties in possession, including tenants, if any, of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Merton E. Miller etux
Purpose: right of way and easement for spring, pipeline
Recording Date: April 8, 1953
Recording No: Book 226 Page 122 Deed Records

8. Terms and Provisions of Appurtenant Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: George B. Stiger etux
Purpose: ingress and egress
Recording Date: June 6, 1958
Recording No: Book 265 Page 469 Deeds Records

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Order No.: 360616015218-TTCOO06

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Raymond Douglas Harris, etux
Recording Date: October 3, 1975
Recording No: 75-10-119523

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$122,000.00
Dated: June 11, 2004
Trustor/Grantor: Earl B. Bell and Debra J. Bell
Trustee: First American
Beneficiary: Washington Mutual Bank a bank organized and existing under the laws of the United States of America
Recording Date: June 17, 2004
Recording No: 2004-8560

- A. An assignment of the beneficial interest under said deed of trust which names:

Assignee: Citibank, NA as Trustee for WAMU Mortgage Pass-Through Certificates Series 2004-CB3
Loan No.:
Recording Date: August 3, 2012
Recording No: 2012-6336

- B. A pending court action as disclosed by a recorded notice:

Plaintiff: Citibank, NA, As Trustee for the WAMU Mortgage Pass-Through Certificates, Series 2004-CB3
Defendant: Debra J. Bell; The Unknown Heirs and Devisees of Earl B. Bell AKA Earl B. Bell Jr.
County: Coos
Court: Circuit
Case No.: 15CV0670
Nature of Action: Civil Foreclosure
Attorney: McCarthy & Holthus, LLP
Recording Date: July 30, 2015
Recording No: 2015-006912

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$144,900.00
Dated: May 19, 2005
Trustor/Grantor: Earl B. Bell Jr. and Debra J. Bell
Trustee: Group 9, Inc
Beneficiary: Washington Mutual Bank, FA a federal association organized and existing under the laws of Washington State
Recording Date: June 1, 2005
Recording No: 2005-7762

- A. The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

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Order No.: 360616015218-TTCOO06

12. A pending court action:

Plaintiff: Citibank NA, As Trustee for WAMU Mortgage Pass-Through Certificates Series 2004-CB3
Defendant: Debra J. Bell and Unknown Heirs of and Devisees of Earl B. Bell
County: Coos
Court: Circuit
Case No.: 15CV0670
Date Filed: 06/26/2015
Nature of Action: Civil Foreclosure

13. Any matters arising out of or by virtue of that certain bankruptcy case:

Name of Debtor: Debra J. Bell
Date of Filing: November 20, 2015
U. S. District Court: Central
State: California
Case No.: 15-BK-21300-SY
Chapter: 7
Attorney: Mona Patel, Esq.
Attorney's Address: 15423 Anacapa Rd, Victorville, CA 92392
Attorney's Phone No: (888)523-9121
Name of Trustee: Charles W. Daff

14. Furnish proof satisfactory to the Company that the proposed conveyance/mortgage necessary for the proposed insured transaction complies with all requirements of the United States Bankruptcy Code for the following person or entity:

Name of possible debtor: Debra J. Bell

15. Proof of the death or divorce of Earl B. Bell, former spouse of Debra J. Bell, the vestee herein.

NOTE: In the event of the death of a spouse, verification is required that there is no claim of the Oregon Department of Human Services or the Oregon Health Authority related to public or medical assistance for the deceased spouse. Contact the DHS or OHA Estate Administration Unit at phone no. 800-826-5675 or 503-378-2884.

16. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.

END OF EXCEPTIONS

A. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Corena Johnson

Order No.: 360616015218-TTCOO06

- B. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2015-2016
Amount: \$2,105.16
Levy Code: 4111
Account No.: 1112811
Map No.: T29-12-04D TL# 01200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- C. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- D. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- E. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.
- F. Note: Effective January 1, 2008, Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the Information for Sellers flyer that accompanies this report. Unless the seller completes a form qualifying him/her for a lesser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and forward it to the Oregon Department of Revenue.
- G. Recording charge (per document) for a transaction:
First Page: \$46.00 Each additional page \$5.00

eFiling Fee per document: \$5.00

NOTE: A multiple transaction document bears an additional \$5.00 charge for each additional transaction. A document that fails to conform to certain formatting and page one requirements bears an additional \$20.00 charge.

Order No.: 360616015218-TTCOO06

- H. Note: The last conveyance(s) affecting said Land, which recorded over 24 months of the date of this report, are as follows:

Grantor: James Robertson and Juanita Robertson, husband and wife
Grantee: Earl B. Bell, Jr. and Debra J. Bell, husband and wife
Recording Date: July 3, 1995
Recording No: 95-07-0026

- I. PRELIMINARY TITLE REPORT TO:
Trustee
Debra J. Bell
Corena Johnson
Pacific Properties - Sadena Abell
Prudential Seaboard Properties - Corena Johnson

FDOR0390.rdw

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (08-17-08)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

SCHEDULE B- GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

SCHEDULE B- GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

Exhibit One (11/07)

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser,

but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or

Privacy Notice
Effective: May 1, 2015

possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the

manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

FNF Compliance with California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

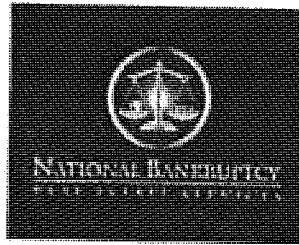
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: MAY 1, 2015

EXHIBIT “2”

RESIDENTIAL REAL ESTATE SALE AGREEMENT



COVER PAGE

TRUSTEE/SELLER: Charles W. Daff

A handwritten signature in black ink, appearing to be "CD", enclosed within an oval shape.

ESTATE (DEBTOR/CASE NUMBER): Debra Bell / 6:15-bk-21300-sy

PROPERTY: 95674 Sitkum Lane, Myrtle Point, OR 97458

PURCHASE PRICE: \$140,000.00

TRUSTEE'S FEE: \$15,000.00



Sale Agreement # CJO3162016

FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

of Correna Johnson (Name of Selling Licensee(s)), Oregon Lic. # 200109347
of Prudential Seaboard Properties (Name of Real Estate Firm(s)) Selling Firm Office Address 15 Hwy 42, Coquille, OR 97423, Company Lic. # 8340160018
Phone (541)386-5532 Fax _____ E-mail ccorena10@gmail.com
is/are the agent of (check one): ☒ Buyer exclusively ("Buyer Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").
of Sadana Abell (Name of Listing Licensee(s)), Oregon Lic. # _____
of Pacific Properties (Name of Real Estate Firm(s)) Listing Firm Office Address _____, Company Lic. # _____
Phone _____ Fax _____ E-mail _____
is/are the agent of (check one): ☒ Seller exclusively ("Seller Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").
If Selling and/or Listing Licensees and/or Firms are co-selling or co-listing in this transaction, all Licensee and Firm names should be disclosed above.
If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).
Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.
Buyer Correna Johnson Print Correna Johnson Broker Date 3/16/16
Buyer _____ Print _____ Date _____
Seller [Signature] Print Trustee Date 3/26/16
Seller _____ Print _____ Date _____

RESIDENTIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING, NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW SECTION 31 (DEFINITIONS AND INSTRUCTIONS SECTION).

1. PRICE/PROPERTY DESCRIPTION: Buyer Correna Johnson Broker
offers to purchase from Seller Charles W Daff Trustee
the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Cook
and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
95674 Siskum Lane, Myrtle Point, OR 97458
1112811
(Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 9, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
for the Purchase Price (in U.S. currency) of _____ A \$ 140,000.00
on the following terms: Earnest money herein receipted for _____ B \$ 1,000.00
on _____, as additional earnest money, the sum of _____ C \$ _____
at or before Closing, the balance of down payment _____ D \$ _____
at Closing and upon delivery of ☒ DEED ☐ CONTRACT the balance of the Purchase Price _____ E \$ 139,000.00
shall be paid as agreed in Financing Section of this Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials [Signature] Date 3/16/16 Seller Initials [Signature] Date 3/26/16

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Sale Agreement # CJD3162016

46 2. **FIXTURES:** All fixtures (including remote controls and essential related equipment) are to be left upon the Property. Fixtures shall include but
47 not be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows;
48 system fixtures (irrigation, plumbing, venting, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs;
49 fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT: _____
50

51 3. **PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included:
52 _____
53 _____
54 _____

FINANCING

55 4. **BALANCE OF PURCHASE PRICE.** (Select A or B)

56 A. ☒ This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
57 ☐ Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Listing Licensee. ☐ Buyer will provide Seller or
58 Listing Licensee with the Verification within _____ business days (five (5) if not filled in) after this Agreement has been signed and accepted; or
59 ☒ Other (Describe): **PROOF OF FUNDS ATTACHED**

60 Seller may notify Buyer or Buyer's Licensee, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two (2)
61 if not filled in) ("Disapproval Period") following its receipt by Seller or Listing Licensee, in which case, all earnest money deposits shall be promptly
62 refunded and this transaction shall be terminated. If Seller fails to provide Buyer or Listing Licensee with written unconditional disapproval
63 of the Verification by 5:00 p.m. of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to
64 submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall
65 be promptly refunded and this transaction shall be terminated.

66 B. ☐ Balance of Purchase Price to be financed as follows (Select only one): ☐ Conventional; ☐ FHA; ☐ Federal VA;
67 ☐ Other (Describe): _____ (hereinafter "Loan
68 Program"). Buyer agrees to seek financing through a lending institution ("Lender") participating in the Loan Program identified above.

69 Pre-Approval Letter. ☐ Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; ☐ Buyer does not have a Pre-Approval Letter
70 at the time of making this offer; ☐ Buyer agrees to secure a Pre-Approval Letter as follows: _____
71

72 5.1 **FINANCING CONTINGENCIES.** If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing
73 contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and,
74 (3) Other (Describe): _____
75

76 All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

77 5.2 **FAILURE OF FINANCING CONTINGENCIES.** If Buyer receives actual notification that any Financing Contingencies identified above have
78 failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two (2) if not filled in) following
79 the day of Seller's receipt of such notification to either (a) Terminate this transaction by signing a Termination Agreement (OREF-057) or such
80 other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this
81 transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur
82 within the time period identified herein, this transaction shall be automatically terminated and all earnest money shall be promptly refunded to
83 Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on the
84 market for sale upon any price and terms as Seller determines, at Seller's sole discretion.

85 5.3 **BUYER REPRESENTATION REGARDING FINANCING:** As of the date of signing this Agreement, Buyer makes the following representations
86 to Seller: (i) Buyer shall submit to Buyer's Lender or mortgage broker a completed loan application for purchase of the Property not later than _____
87 business days (three (3) if not filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan
88 application" shall include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the
89 Property address; (v) an estimate of the value of the Property; and (vi) the loan amount sought.

90 (2) Buyer will thereafter complete all reasonably necessary paperwork in a timely manner and exercise best efforts (including payment of all
91 application, appraisal and processing fees, where applicable) to obtain the loan.

92 (3) Buyer agrees that if Buyer intends to proceed with the loan transaction, within ten (10) business days following receipt of the Loan Estimate
93 from Buyer's Lender or mortgage broker, Buyer will provide said Lender or mortgage broker with written notice of such intent, in a form reasonably
94 required by said Lender.

Buyer Initials CD Date 3/26/16

Seller Initials CD Date 3/26/16

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CD



Sale Agreement # CJ03162016

95 (4) Upon request of Seller or Seller's Licensee, Buyer shall promptly provide the date of Buyer's signed notice to the Lender or mortgage broker of
96 Buyer's written intent to proceed with the loan (see Section 5.3(3)).

97 (5) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Contingency
98 Period in Section 10 of this Agreement, or if the Professional Inspection Addendum (OREF-058) is used, expiration of the Inspection Period.

99 (6) Buyer currently has liquid and available funds for the earnest money deposit and down payment sufficient to close the transaction described
100 herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.),
101 except as follows (describe):
102
103

104 (7) Buyer authorizes Buyer's Lender or mortgage broker to provide non-confidential information to Listing and Selling Licensees regarding Buyer's
105 loan application status.

106 (8) Buyer shall promptly notify Seller or Seller's Licensee if, after signing this Agreement, Buyer substitutes another Lender for any reason.
107 Notwithstanding the preceding, Buyer shall not be permitted to select a Loan Program different than the one selected in Section 4B, without
108 Seller's advance written consent.

109 (9) Buyer agrees to keep Seller promptly informed of all other material non-confidential developments regarding Buyer's financing and the timing of
110 Closing.

111 5.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
112 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

113 5.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required as a
114 condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
115 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
116 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain
117 floods. The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
118 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
119 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the
120 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as
121 a condition of loan approval. For more information, go to the following link: <http://www.fema.gov/base-flood-elevation>

122 7. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,
123 ETC.): Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
124 (hereinafter a "Seller-Carried Transaction"), Oregon law requires that, unless exempted, individuals offering or negotiating the terms must hold a
125 mortgage loan originator ("MLO") license. Your real estate licensee is not qualified to provide these services or to advise you in this regard. Legal
126 advice is strongly recommended. Oregon law exempts the following individuals from the MLO licensing law: (a) Those who offer or negotiate terms
127 of a residential mortgage loan with or on behalf of their spouse, child, sibling, parent, grandparent, grandchild or a relative in a similar relationship
128 created by law, marriage or adoption; (b) Those who sell their primary residence they currently or previously lived in; and (c) Individuals who sell up
129 to three (3) non-primary residences during any 12-month period. (Note: One may not hold more than eight residential mortgage loans at one time.)
130 If this is a Seller-Carried Transaction, and one or more of the preceding exemptions apply, Buyer and Seller should use the Seller-Carried
131 Addendum, OREF form No.033 and related forms. *Caveat: Buyer and Seller are advised to secure competent legal advice while engaged
132 in a Seller-Carried Transaction.*

133 8. ADDITIONAL FINANCING PROVISIONS: SAFE GOES WITH THE PROPERTY
134

CONTINGENCIES

135 8. TITLE INSURANCE: Upon signature and acceptance of this Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order
136 the Report and CC&Rs from an Oregon title insurance company and furnish them to Buyer. Unless otherwise provided herein, this transaction is
137 subject to Buyer's review and approval of a preliminary title report and the recorded covenants, conditions and restrictions ("the Report and
138 CC&Rs") showing the condition of title to the Property. (If not fully understood, Buyer should immediately contact the title insurance
139 company for further information or seek competent legal advice.) Neither Listing nor Selling Licensee is qualified to advise on specific
140 legal or title issues. Upon receipt of the Report and CC&Rs by Buyer or Buyer Licensee, Buyer shall have _____ business days (five (5) if not filled
141 in) within which to notify Seller, in writing, of any matters disclosed in the Report and CC&Rs which is/are unacceptable to Buyer ("the Objections").
142 Buyer's failure to timely object, in writing, to any matters disclosed in the Report and/or CC&Rs shall constitute acceptance of the Report and/or
143 CC&Rs. However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title pursuant to Section 28. If, within
144 _____ business days (five (5) if not filled in) following receipt of the Objections, if any, Seller fails to remove or correct the matters identified in the

Buyer Initials CS

Date 3/24/16

Seller Initials CS

Date 3/24/16

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Sale Agreement # CJ03162016

145 Objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected prior to Closing, all earnest
146 money shall be promptly refunded to Buyer, and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be
147 waived by Buyer in writing. Within thirty (30) days after Closing, Seller shall furnish to Buyer an owner's standard form policy of title insurance
148 insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections and all other title exceptions
149 agreed to be removed as part of this transaction. (Note: This Section 9 provides that Seller will pay for Buyer's standard owner's policy of
150 title insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA
151 Integrated Disclosure Rules ("The Rules"), there are limitations, regulations and disclosure requirements on "seller concessions" unless
152 the product or service paid by the Seller was one customarily paid by the Seller. In Oregon, sellers customarily and routinely pay for
153 their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 9 are modified in writing by Buyer
154 and Seller, the parties acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's standard owner's
155 policy of title insurance is not a "seller concession" under the Rules or any other federal law.)

156 10. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that may
157 be found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and
158 other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer
159 has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or
160 health expert, for information and guidance. Neither the Listing nor Selling Licensees are experts in environmental health hazards or conditions.
161 Buyer understands that it is advisable to have a complete inspection of the Property by qualified licensed professional(s) relating to such matters
162 as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's
163 intended purpose. Neither Listing nor Selling Licensees are qualified to conduct such inspections and shall not be responsible to do so. For
164 further details, Buyer is encouraged to review the Buyer Advisory at <http://www.oregonreal.com/resources/membership/resources/buyer-seller-advisories>
165 and the Oregon Public Health Division at <http://public.health.oregon.gov/Pages/Home.aspx>

166 Check only one box below:

167 ☒ LICENSED PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof
168 inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any
169 desired invasive inspections that may include testing or removal of any portion of the Property including radon and mold. Buyer understands that
170 Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall
171 have 30 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the
172 Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report.
173 However, during the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a
174 written and signed modification is reached, at any time during the Inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of
175 Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly
176 refunded, and this transaction shall be terminated. Buyer shall promptly provide a copy of all reports to Seller only if requested by Seller. If Buyer
177 fails to provide Seller or Listing Licensee with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day
178 of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the
179 Inspection Period, written agreement is reached with Seller regarding ALL Buyer's requested repairs, the Inspection Period shall
180 automatically terminate, unless the parties agree otherwise in writing.

181 Identify Additional Inspections: _____

182 ☐ ALTERNATIVE INSPECTION PROCEDURES: OREF-026 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION
183 ADDENDUM _____ is attached to this Agreement.

184 ☐ BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Licensees and Firms that Buyer is fully satisfied with
185 the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any
186 inspections performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision
187 and at Buyer's own risk.

188 11. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, a Lead-Based Paint Disclosure
189 Addendum (hereinafter "the Disclosure Addendum") shall be promptly signed by Seller, Buyer and Listing and Selling Licensees, and
190 become a part of this Agreement. Buyer shall also be provided with a pamphlet entitled "Protect Your Family From Lead in Your Home."
191 Buyer shall have _____ calendar days (ten [10] unless a greater number is filled in) within which to conduct a lead-based paint
192 assessment or inspection (hereinafter referred to as "the Lead-Based Paint Contingency Period"), which shall commence immediately
193 when Buyer and Seller sign the Disclosure Addendum. Unless the opportunity to conduct a risk assessment or inspection is expressly
194 waived in the Disclosure Addendum, Buyer may, in writing, unconditionally cancel this transaction during the Lead-Based Paint
195 Contingency Period and receive a prompt refund of all earnest money deposits. Buyer understands that the failure to give timely written
196 notice of cancellation prior to midnight on the last day of the Lead-Based Paint Contingency Period shall constitute acceptance of the
197 condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards.
198 ☐ OREF-021 Lead-Based Paint Disclosure Addendum is attached to this Agreement.

Buyer Initials CD Date 3/16/16

Seller Initials CD Date 3/26/16

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Sale Agreement # CJ03162016

12.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ☒ Yes ☐ No
If the property contains a private well, the OREF-082 Private Well Addendum will be attached to this Sale Agreement.

12.2 ONSITE SEWAGE SYSTEM: Does the Property include an onsite sewage system? ☒ Yes ☐ No. If the Property contains an onsite
system, the OREF-081 Onsite Sewage System Addendum will be attached to this Sale Agreement.

13. PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides that
Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's
Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does
not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Listing Firm to
receive Buyer's notice of revocation, if any, on Seller's behalf.

SELLER REPRESENTATIONS

14. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
following representations to Buyer:

(1) The primary dwelling is connected to (check all that apply): ☐ a public sewer system; ☒ an on-site sewage system; ☐ a public
water system; ☒ a private well; ☐ other (e.g., surface springs, cistern, etc.).

(2) At the earlier of possession or Closing Date, the dwelling will have one or more operating smoke alarms, smoke detectors and carbon
monoxide detectors as required by law (See <http://www.oregon.gov/OSPS/FM/>).

(3) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances
and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in
residential housing and may exist in the Property.

(4) Seller knows of no material defects in or about the Property.

(5) All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the
yard, will be in substantially their present condition at the time Buyer is entitled to possession.

(6) Seller has no notice of any liens or assessments to be levied against the Property.

(7) Seller has no notice from any governmental agency of any violation of law relating to the Property.

(8) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.

(9) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges,
landscaping, structures, driveways, and other such improvements) currently existing on the Property and the legal description of the
Property.

(10) Seller will keep the Property fully insured through Closing.

(11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
making any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1)
through (11) are: _____ (For more exceptions see Addendum _____).

Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute
for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of
professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for
Buyer's intended use. Neither the Listing nor Selling Licensees shall be responsible for conducting any inspection or investigation of
any aspects of the Property.

15.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold
a portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to execute
and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of
Oregon law.

15.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING REQUIREMENT: Seller and Buyer are advised that upon Closing, a Federal
law, known as the Foreign Investment in Real Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real
property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign person" includes a
non-resident alien individual, foreign corporation, foreign partnership, foreign trust or a foreign estate. Subject to certain exclusions, the amount
deducted from a seller's sales proceeds may be up to ten percent (10%) of the gross sales price, and said amount must be delivered to the Internal
Revenue Service ("IRS") within twenty (20) days of closing (hereinafter "Withholding Requirement"). The Withholding Requirement will not apply if
the sale price of the property is not more than \$300,000, and it will be occupied as a residence by a buyer, who is an individual (or a member of
his/her family) for at least 50% of the number of days (excluding days the property is vacant) it is used by any person during each of the first two
12-month periods following the date of closing. If FIRPTA applies, even if there is an exemption, Seller and Buyer should complete and sign the
FIRPTA Addendum, OREF Form No. 093. Seller and Buyer's Licensees are not experts in FIRPTA and will not act as a transferor or
transferee agent for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should

Buyer Initials CD Date 3/24/16

Seller Initials CD Date 3/24/16

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Sale Agreement # C303162016

251 promptly consult their own experts familiar with the law and regulations. For further information, Seller and Buyer should go to:
252 <https://www.law.cornell.edu/urcode/text/26-1445>.

253 16. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property
254 Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This
255 provision shall not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon
256 law.

MISCELLANEOUS ITEMS

257 17. ALARM SYSTEM: ☒ NONE ☐ OWNED ☐ LEASED. If leased, Buyer ☐ will ☐ will not assume the lease at Closing.
258 18. WOODSTOVE/WOOD BURNING FIREPLACE INSERT: Does the Property contain a woodstove or wood burning fireplace insert?
259 ☒ Yes ☐ No
260 If yes, is the woodstove/wood burning fireplace insert certified? ☐ Yes ☐ No ☐ Unknown. If "No" or "Unknown," Seller to provide Buyer with
261 OREF-046 Woodstove/Wood Burning Fireplace Insert Addendum.
262 19. HOME WARRANTIES: Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
263 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? ☐ Yes ☐ No
264 If yes, identify plan and cost: \$ To be paid at Closing by: ☐ Buyer ☐ Seller

265 20. ADDITIONAL PROVISIONS: BUYER IS A LICENSED REAL ESTATE BROKER IN THE STATE OF OREGON.

For additional provisions, see Addendum

CLOSING/ESCROW

269 21. ESCROW: This transaction shall be Closed at Ticor Title ("Escrow"), a neutral escrow
270 company licensed and located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise
271 specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Unless otherwise provided herein, the parties agree as follows:
272 Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out
273 of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any liens and encumbrances
274 on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees,
275 Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services
276 provided by Listing and/or Selling Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written
277 agreement for compensation.

278 22. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
279 Property shall be as of: (check one) ☒ the Closing Date; ☐ date Buyer is entitled to possession.

280 23. RECEIPT FOR EARNEST MONEY: Selling Firm acknowledges receipt of earnest money from Buyer in the sum of \$ 1,000.00
281 evidenced by ☐ CASH ☐ CHECK; or
282 ☐ PROMISSORY NOTE payable as follows:

283 ☒ 7 ☒ business ☐ calendar days (check one) after this Agreement has been signed and accepted; or
284 ☐ on or before

285 ☐ Other form of earnest money:

286 24. EARNEST MONEY DEPOSIT INSTRUCTIONS TO SELLING FIRM: Buyer instructs Selling Firm, and Selling Firm agrees, to handle the
287 earnest money as follows (check all that apply):

288 ☒ Hold any earnest money that is in the form of a check undeposited until this Agreement and all agreed-upon counter offers has/have been
289 signed and accepted, after which time deposit it as provided herein within three (3) banking days. ☒ Deposit any earnest money funds redeemed
290 under a promissory note with PRUDENTIAL SEABOARD PROPERTIES ☒ Deposit in Selling Firm's
291 client trust account, and thereafter ☐ Deposit with Escrow.

292 SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY THAT THE
293 PARTIES HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

Buyer Initials CD Date 3/16/16

Seller Initials CD Date 3/26/16

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Lines with this symbol † require a signature of buyer and/or seller and date

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RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 6 of 10

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CD



Sale Agreement # CJ03162016

294 Prudential Seaboard Properties
295 Selling Firm

Selling Licensee Signature

296 25. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your
297 receipt of a copy of this Agreement marked "rejected" by Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to
298 refund all earnest money to Buyer after you have verified the funds have been collected in your trust account. (2) Upon your receipt of a copy of
299 this Agreement signed by Buyer and Seller, set up an escrow account and proceed with Closing in accordance with the terms of this Agreement. If
300 you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute between Buyer and Seller), subject only
301 to Section 24, you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court
302 or arbitrator, as to disposition of such deposits.

303 26. EARNEST MONEY PAYMENT(REFUND): If (1) Seller does not approve this Agreement, or (2) Seller signs and accepts this Agreement but
304 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein
305 provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through
306 no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a
307 waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has
308 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to
309 redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform
310 any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as
311 otherwise allowed under Oregon law, and this transaction shall be terminated. It is the intention of the parties that Seller's sole remedy against
312 Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.

313 27.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 04/29/2016,
314 ("The Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available
315 to Seller. Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit
316 funds in Escrow prior to that date. caveat: Section 7 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a
317 deed of trust or mortgage.

318 27.2 THE CLOSING DISCLOSURE: Pursuant to the federal TILA-RESPA integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive
319 a federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that
320 the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction,
321 which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing
322 Disclosure late in the transaction could result in a delay in Closing to comply with the three business day rule. Such a delay beyond the Closing
323 Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

324 27.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the
325 actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing
326 the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are
327 encouraged to discuss this with Escrow prior to Closing.

328 28. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
329 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet
330 payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants,
331 conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 9.

332 29. POSSESSION: Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver
333 possession of the Property to Buyer (select one):

- 334 (1) ☒ by 5:00 p.m. on Closing;
335 (2) ☐ by _____ a.m. ☐ p.m. _____ days after Closing;
336 (3) ☐ by _____ a.m. ☐ p.m. on the _____ day of _____.

337 If a tenant(s) is currently in possession of the Property (check one): ☐ Buyer will accept tenant(s) at closing; ☐ Seller shall have full responsibility
338 for removal of tenant(s) prior to closing.

339 30. SELLER POSSESSION BEFORE/AFTER CLOSING: In the event that Buyer and Seller agree that Seller will deliver possession before or
340 after Closing, OREF-053 (Agreement to Occupy Before Closing) or OREF-054 (Agreement to Occupy After Closing) will be attached to this
341 Sale Agreement.

DEFINITIONS/EXPLANATIONS

342 31. DEFINITIONS/INSTRUCTIONS: (1) All references in this Sale Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real
343 estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.

Buyer Initials [Signature] Date 3/26/16

Seller Initials [Signature] Date 3/26/16

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Sale Agreement # CJ03162016

344 (2) Time is of the essence of this Agreement.
345 (3) Written notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensees with
346 the same effect as if delivered to that Buyer or Seller.
347 (4) Licensee(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement, except as may be
348 expressly applicable.
349 (5) A "business day" shall mean Monday through Friday, except recognized legal holidays as enumerated in ORS 187.010 and 187.020.
350 (6) Unless Seller and Buyer expressly provide otherwise, the phrase "signed and accepted" in the printed text of this Sale Agreement, or any
351 addendum or counteroffer, however designated (collectively, "the Agreement"), shall mean the date and time that either the Seller and/or Buyer
352 has/have: (a) Signed their acceptance of the Agreement received from the other party, or their licensees, and (b) Transmitted it to the sending
353 party, or their licensees, either by manual delivery ("Manual Delivery"), or by facsimile or electronic mail (collectively, "Electronic Transmission").
354 (7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their licensees, to the other party, or their
355 licensees, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a
356 signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 20
357 (Additional Provisions) of this Sale Agreement.
358 (8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
359 the date they have signed and accepted it.
360 (9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights
361 under this Agreement or in the Property are not assignable without prior written consent of Seller.
362 (10) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
363 (11) Excepting only the Lead-Based Paint Contingency Period identified in Section 11, unless a different time is specified in the Agreement, all
364 deadlines for performance, however designated, that are measured in business or calendar days, shall terminate as of 5:00 p.m. on the last day of
365 that deadline, however designated.
366 32. UTILITIES: Seller shall pay all utility bills accrued to date Buyer is entitled to possession. Buyer shall pay Seller for heating fuel then on
367 premises, at Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of Escrow.
368 33. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
369 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST
370 ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR
371 FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
372 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
373 195.338 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
374 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
375 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
376 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010
377 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
378 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301
379 AND 195.305 TO 195.338 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,
380 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.
381 34. IRC 1031 EXCHANGES: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to
382 cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of
383 escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a
384 contingency to the Closing of this transaction.
385 35.1 LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) ☒ is ☐ is not specially assessed for property taxes (e.g., farm,
386 forest or other) in a way that may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is
387 current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this
388 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically
389 provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be
390 levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the
391 Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole
392 option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction
393 and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be levied or recaptured against the
394 Property and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or
395 damages arising from a breach of this Section 35.1.

Buyer Initials QJ Date 3/16/16

Seller Initials CS Date 3/26/16

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RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 8 of 10

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Sale Agreement # CJ03162016

396 35.2 HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a Historic Property local ordinance or is subject to or may
397 qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide OREF-045 Historic
398 Property Addendum.

DISPUTE RESOLUTION

399 36. **RUNG OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Licensees, and/or Firms, arising under this Sale
400 Agreement, including those for rescission (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the
401 procedures set forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by
402 Oregon law, and venue shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as
403 filing in court for purposes of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY
404 CONSENTING TO THE PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE
405 THE CLAIM TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT.

406 37.1. **EXCLUSIONS:** The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
407 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
408 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
409 (4) If the matter relates to a commission or fee with a Licensee or Firm, and the written listing, service or fee agreement with Buyer or Seller
410 contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the
411 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution
412 procedures described herein for the adjudication of any Claims.

413 37.2. **SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller that are within the jurisdiction of the Small Claims
414 Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other
415 forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small
416 Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

417 37.3. **MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer and/or Seller's Licensee is a member of the National
418 Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer
419 Dispute Resolution System of the National Association of REALTORS® (The System). If a Licensee is not a member of the National Association
420 of REALTORS®, or the System is not available through the Licensee's Realtor® organization, then all Claims shall be submitted to mediation
421 through the program administered by Arbitration Service of Portland (ASP). All Claims that have not been resolved by mediation as described
422 herein shall be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration
423 between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator
424 fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the
425 arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the
426 filing for arbitration.

427 37.4. **MEDIATION AND ARBITRATION INVOLVING LICENSEES/FIRMS:** All Claims that include Licensees or Firms shall be resolved through the
428 arbitration process described in Section 37.3 above. However, participation in mediation by said Licensees or Firms shall be voluntarily and not
429 mandatory, and no attorney fees shall be awarded to either party in arbitration. If a Licensee or Firm is also a Buyer or Seller in this transaction, the
430 provisions of Sections 36-37 shall apply.

SIGNATURE INSTRUCTIONS

431 38. **AGREEMENT TO PURCHASE:** Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement.
432 Buyer acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer
433 acknowledges that Buyer has not relied upon any oral or written statements made by Seller or any Licensee that are not expressly
434 contained in this Agreement. Neither Seller nor any Licensee(s) warrant the square footage of any structure or the size of any land being
435 purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to
436 signing or should be made an express contingency in this Agreement.

437 Deed or contract shall be prepared in the name of CORENA JOHNSON

438 This offer shall automatically expire on (insert date) _____ at _____ a.m. ☐ p.m., (the Offer Deadline), if not
439 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. If
440 Seller accepts this offer after the Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within _____ business
441 days (two (2) if not filled in) after the date of Seller's acceptance or so indicating at Section 4.1. This offer may be accepted by Seller only in writing.

Buyer Initials CJ Date 3/16/16

Seller Initials SD Date 3/26/16

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RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 9 of 10

Cornea Johnson

Produced with sigForm by sigForm 16070 Fresno Ave. Fresno, Michigan 48306 503.650.0000

Handwritten signature

 Sale Agreement # CJO3162016

442 Buyer Corina Johnson Date 2/16/16 10:50 a.m. p.m.
Corina Johnson Broker

443 Buyer _____ Date _____ a.m. p.m.

444 Address _____ Zip _____

445 Phone Home _____ Work _____ E-mail _____ Fax _____

446 This offer was submitted to Seller for signature on the _____ day of _____, _____, at _____ a.m. p.m.

447 By _____ (Licensee(s) presenting offer).

448 39. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller
449 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges
450 that Seller has not relied upon any oral or written statements of Buyer or of any Licensee(s) that are not expressly contained in this
451 Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 26 shall be disbursed as follows after
452 deduction of any title insurance and Escrow cancellation charges: (check one) ☐ First to Listing Firm to the extent of the agreed
453 commission just as if the transaction had been Closed, with residue to Seller, or ☐ _____

454 Seller Charles W. Daff Date 3/26/16 _____ a.m. p.m.
Charles W. Daff Trustee

455 Seller _____ Date _____ a.m. p.m.

456 Address _____ Zip _____

457 Phone Home _____ Work _____ E-mail _____ Fax _____

458 40. REJECTION/COUNTER OFFER: SELECT ONE: ☐ Seller does not accept the above offer, but makes the attached counter offer.
459 ☐ Seller rejects Buyer's offer.

460 Seller Charles W. Daff Date _____ a.m. p.m.

461 Seller _____ Date _____ a.m. p.m.

462 Address _____ Zip _____

463 Phone Home _____ Work _____ E-mail _____ Fax _____

464 41. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response is
465 an acceptance of Buyer's offer that occurred after the Offer Deadline identified at Section 38, Buyer (select only one) ☐ agrees ☐ does not agree,
466 to be bound thereby. (The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.) If Buyer
467 checks the box agreeing to be bound by Seller's late acceptance occurring after the Offer Deadline, this Sale Agreement shall become binding on
468 all parties only when Buyer(s) has/have signed below and transmitted it to Seller or Seller's Licensee.

469 Buyer _____ Date _____ a.m. p.m.

470 Buyer _____ Date _____ a.m. p.m.

471 If Buyer(s) has/have checked the box and signed where indicated in this Section 41, agreeing to be bound by Seller's late acceptance of Buyer's
472 offer, Buyer or Buyer's Licensee must complete the information below and thereafter promptly transmit this completed Agreement to Seller or
473 Seller's Licensee:

474 Enter Date, Time, and Method of Transmission of Buyer's Acceptance: _____ ;
475 Enter Identity of Sender: _____

476 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORM OR TEXT OF THIS FORM. ANY**
477 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY SELLER OR LISTING**
478 **LICENSEE TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials CD Date 3/16/16 Seller Initials CD Date 3/26/16

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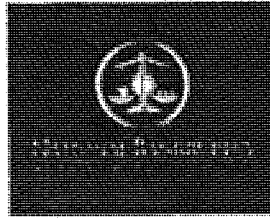
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CONTACT INFORMATION FORM

To comply with the US Bankruptcy Court, please fill out the following information or your offer will not be considered.

1. Subject Property:

Address: 95674 Silkum Lane MLS# 16238744
Myrtle Point, OR 97458

2. Buyer(s):

Company: _____

Buyer(s)

First: Conena Middle: Rae Last: Johnson

First: _____ Middle: _____ Last: _____

☒ Married ☐ Married as a separate estate ☐ Single

Buyer(s)

Address: _____

Phone: _____ Email: _____

3. Buyer(s) Lender:

Company: Cash

Loan Officer: _____ Phone: _____

Fax: _____ Email: _____

4. Selling Office:

Company: Prudential Seaboard MLS office: 16238744

Address: 116 Hwy 42, Coquille

Selling Agent: Conena Johnson MLS ID# 16238744

Office phone: 541-396-5582 Direct phone: 541-294-2250

Fax: 541-396-5572 Email: Conena70@gmail.com Office Email: Conena70@gmail.com

5. Listing Office:

Pacific Properties

Account Search

Page 1 of 1

Date	Description	Debit	Credit	Balance
01/03/16	To CLIFFORD JOHNSON XXXXXXXXXX Share 0001 Money Banking Transfer Loan to pay off	\$14,500.00		\$319,477.05
12/31/15	/ Interest APY Earned 0.02% 1/25/15 to 12/31/15		\$0.67	\$233,977.05
12/31/15	To Share 0001 FREE CHECKING Loan pay off Char 1600Interest	\$31,626.00		\$233,976.49
12/29/15	To Share 0001 FREE CHECKING Ctd from off to p checking	\$2,000.00		\$265,576.49
12/29/15	From Share 0001 FREE CHECKING From checking to savings		\$265,576.49	\$273,576.49

1/18/2016 Clifford Johnson
Proof of Funds

3/14/14
Cynthia Johnson

CD

<https://online.myfirstccu.org/HBNet/App/Search/AccountHistorySearch/3AKTTDC5mkG...> 1/18/2016

CLIFFORD AND CORENA JOHNSON RENTAL ACCOUNT
1857 20TH ST. 541-227-1744
MYRTLE POINT, OR 97458

2010
64-7423/0222
D

PAY TO THE ORDER OF Prudential Seaboard Properties \$ 1,000.
One thousand dollars 00/100 DOLLARS

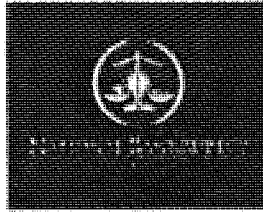
DATE _____

FOR 95674 Sit Kum Lane Corena Johnson

www.cjrentals.org • 541-679-6201

00020100

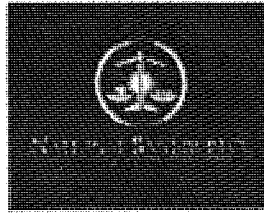
CD



AGREEMENT RE CONDITIONS OF SALE IN BANKRUPTCY

This Agreement Re Conditions of Sale in Bankruptcy (the "ACSB") is made and entered into as of 3/16, 2016 buy and between Debra Bell ("Buyer") and Charles W. Daff, solely in her capacity as Chapter 7 Trustee in the Bankruptcy Estate of in re Debra Bell, Bankruptcy Case No. 15-BK-21300 ("Seller"). Concurrently herewith the parties are entering into the following agreements (1) Residential Purchase Agreement and Joint Escrow Instructions, (2) Addendum No. 1, (3) this ACSB and (4) Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy (collectively constituting the agreement of the parties and collectively referred to as the "Agreement").

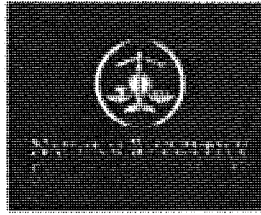
1. **Bankruptcy Court Approval.** The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Agreement and related purchase agreements. No representation has been made that such approval will be obtained. *Charles W. Daff*
2. **Jurisdiction of the Bankruptcy Court.** Any and all disputes which involve in any manner the Estate or ~~Trustee~~, Trustee, arising from the Agreement and any subsequent amendments or modifications thereof or relating in any manner to the Property, shall be resolved only in the United States Bankruptcy Court, Central District of California.
3. **Limitations of Sale.** The parties acknowledge that the operation of the law has placed the Trustee in a unique role as the Seller of the Property. Due to the nature of the Trustee's role in administering the Estate, there are limitations as to the extent, type and character of the terms under which the Trustee can convey the Property. The Trustee proposes to sell Property to certain limitations. The Buyer acknowledges that he/ her /they understand the terms under which the Property is to be conveyed may vary substantially from the normal customs and trade within the real estate industry. Except where expressly mandated by operation of law to the contrary, the Buyer consents to any such modifications and amendments.
4. **Trustee's Liability.** The Buyer acknowledges that the Trustee is acting in her official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Agreement, including the Agreement, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction and no sale commission, finder's fee or similar payment shall be due to any real estate broker involved in the contemplated transaction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Agreement; and all disputes arising before and after closing shall be resolved in said Court. Further, the parties have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.
5. **Hold Harmless:** (a) The Buyer understands the terms and conditions of the entire purchase contract and holds the Estate and the realtors, brokers, agents, Charles W. Daff, Trustee and her attorneys, agents and employees, harmless from any liabilities arising from this Agreement. (b) All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this



escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Agreement. In the event this Escrow is not completed through fault or default of Buyer, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

6. **Seller Conditions.** This Agreement is subject to approval by the Bankruptcy Court. The trustee does not always have access to a title report or information with respect to the tax consequences of a sale when a purchase offer is made and accepted. Accordingly, the Agreement is conditioned on: (1) The trustee obtaining an opinion from an accountant that the proposed sale will not result in adverse tax consequences, and (2) if the trustee in his or her sole discretion deems it appropriate, the court authorizing an award to the estate of reasonable fees and expenses pursuant to 11 U.S.C Section 506 (c) if there are liens against the Property.
7. **No representations or Warranties; "As-is", "Where-is" Condition.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the Property's conditions. The Buyer acknowledges he/she is purchasing the Property "as-is," "where-is," without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property including the dimension, size or acreage of the premises; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §59601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §51801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §56901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any under shoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer

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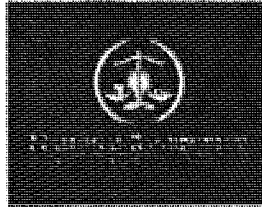


hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Agreement, be deemed to have been disclosed to Buyer by the Seller, as well.

8. **Personal Property Matters:** The Seller is unable to remove any debris or personal property left on the Property and does not warrant that there will be any appliances left on the Property.
9. **Buyer Relying Solely on Investigation:** The Buyer represents and warrants that he is purchasing the Property as a result of his own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller.
10. **Buyer Contingency and Removal:** The Buyer shall have 10 calendar days from acceptance to release all Buyer contingencies. Buyer shall, if VA financing is not available, accept available conforming/conventional financing terms including increasing their down payment accordingly. Upon release of all Buyer's contingencies, the Buyer acknowledges that the Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, the Buyer forever waives, for himself, his heirs, successors and assigns, all claims against the Debtor, his/her attorneys, agents and employees, the Estate, Charles W Daff as Trustee and individually, and her attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property.

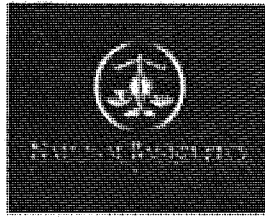
Buyer's deposit to be released to the Trustee after the initial inspection period is completed, once the contingencies are removed.
11. **Inspections.** The Buyer has ten (10) days from the date of the Trustee as Seller signs the documents constitute this Agreement ("Initial Signing") to inspect the premises. Unless the Buyer provides Seller with written notice within ten (10) days that the Property is not acceptable; then the inspection requirement shall be deemed to be waived on the close of business ten (10) days from Initial Signing. Notwithstanding the foregoing, if the financing institution requires an additional inspection, Seller agrees to permit such inspection. Whether or not the sale is closed the Buyer will pay all costs and fees associated with such inspections and Seller shall have no liability therefore. Buyer will return the Property to its original condition after said inspection or test. It is the responsibility of the Buyer and/or the selling agent to verify and contact the utility companies in order to turn on the utilities for inspection. Buyer is responsible for hiring and paying for septic inspector and to acquire and pay for any and all certificates in the event that septic inspections are required. The Buyer will hold the Seller, brokers and attorneys harmless from all claims arising out of Buyer(s) inspection or testing of the Property.
12. **Hazardous Waste.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the presence of any hazardous waste on the Property, including, but not limited to, petroleum products, urea-formaldehyde, lead paint, mold, asbestos, drug manufacturing, etc., et al., and has no actual personal knowledge of the violation of any law, environmental law, regulation or ordinance with respect to the Property. Buyer understands and agrees that any knowledge about the condition of the Property of other parties including the trustees' real estate broker, debtor, the debtors' employees and agents, or any other persons or entities shall not be imputed to the trustee or the estate. Buyer hereby assumes all risk and costs related to the presence of hazardous waste and the environmental condition of the Property. Buyer hereby waives any and all rights of contribution, indemnity and/or reimbursement

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with respect to any and all defects, including but not limited to, hazardous waste, abatement and environmental condition.

13. **Down Payment/Loan Application.** Buyer agrees to pay \$ 140,000 down and to make an application, in good faith, within seven (7) days after Initial Signing of this Agreement, for a market rate loan to pay the balance of the purchase price. Buyers are required to obtain and submit with this offer a prequalification letter with CASH - Proof of funds. If application is not made within seven (7) days of Initial Signing, Seller may retain the earnest money and this Agreement shall terminate.
14. **Financing Deadline/Seller Termination Notice.** If Buyer has not within 30 days after Initial Signing of this Agreement either (i) provided a Loan Commitment letter or (ii) waived the financing condition, then this Agreement shall terminate upon the expiration of the 30th day after Initial Signing and the Seller may retain the earnest money. The loan commitment may be subject to final appraisal review, which must be ordered within 3 days of receipt of underlying lien holder approval.
15. **Buyer's Funds to Close.** Buyer represents that the Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement. Buyer agrees to provide proof of funds for down payment, closing cost and trustee's fee along with pre-qualification letter with this offer. Buyers are required to obtain a prequalification letter with Cash - Proof of funds.
16. **Loan Costs.** Seller will not be responsible for, or credit any loan costs except such portion of the Buyers cost that the Buyer is prohibited from paying pursuant to applicable FHA regulations.
17. **Escrow Holder and Closing.** The escrow holder shall be Seller's choice. Escrow is scheduled to close the later of 30 days after lender approval or 14 days after the Bankruptcy Court's approval of the sale. The Trustee may extend this time under her sole discretion.
18. **No Assignment.** The Agreement is between the Buyer and the Trustee. The Buyer shall have no right to assign the Escrow, the Agreement, or transfer the Property concurrent with closing without consent of the Seller. Real estate brokers join in the Agreement to bind themselves to provisions applicable to real estate brokers.
19. **Closing Costs and Pro-ration.** Buyer shall pay or cause to be paid the Escrow fee. In the event that the Buyer's lender will only pay for or advance as part of the loan a portion of the Seller's escrow fee, it will be the responsibility of the Buyer to pay for any shortages. Property taxes for the current year shall be pro-rated. Buyer shall pay for any remaining fuel or oil in the propane/oil tank, if applicable. Buyer shall be liable for any outstanding pre-closing utility bills, delinquent HOA dues, Sub-escrow fees and escrow shortages of any kind, if any.
20. **Other Costs.** The Buyer shall be responsible for County and City transfer taxes or transfer fees. The Buyer will obtain a Natural Hazards Disclosure Report from Property ID of California. Buyer understands that the Seller is, however, exempt from signing the Natural Hazards Disclosure Report.
21. **Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to the



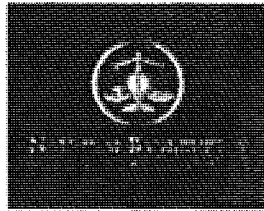
Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is "as is, where is" as stated above.

22. **Earnest Money Forfeiture.** In the event the Buyer fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money deposit is greater than five (5) percent of the purchase price, only that portion of the earnest money deposit equal to five (5) percent of the purchase price shall be forfeited to the Seller. By their initials below, Buyer and Seller specifically acknowledge that they have read the preceding provision regarding forfeiture of the earnest money and agree to it.

Buyer (s) Initials CF 4/4/2016 Seller Initial _____

23. **Title Transfer.** Title shall be transferred by the bankruptcy trustee's quit claim deed.
24. **Possession.** Seller will use her commercially reasonable effort to deliver possession of the Property. However, if she cannot deliver possession by the later of 30 days after Bankruptcy Court Approval of the sale or 45 days after lender approval of short pay (or as extended by the parties), the Buyer may terminate the Agreement and receive his or her earnest money deposit but will have no other claims against the Seller.
25. **Disclosure Statement.** The Seller is a bankruptcy estate acting through its duly appointed trustee and therefore exempt from providing a real property transfer disclosure statement and therefore no such statement will be provided.
26. **Title Insurance.** The title insurance policy shall be subject only to liens, encumbrances, clouds and other matters as may appear on the preliminary title report, that are not to be removed at the close of Escrow, and have not been objected to by the Buyer. Should Seller be unwilling or unable to eliminate those title matters disapproved by the Buyer as above, the Seller may terminate the Agreement or; should Seller fail to deliver title as provided above, Seller and the Buyer may terminate the Agreement. In either case, the Buyer's deposit shall be returned to the Buyer, and the Buyer shall have no recourse against Seller or Charles W Daff, as duly appointed Bankruptcy Trustee or individually, or the law firm of Shulman Hodges & Bastian LLP, the Estate or the Debtor, or any real estate agent, broker or attorney involved in the transaction. No real estate commission or finder's fee shall be payable to any broker in such event.
- Buyer shall pay or cause to be paid all costs of Title Insurance. In the event that the Buyer's lender will only pay for or advance as part of the loan a portion of the costs of Title Insurance, it will be the responsibility of the Buyer to pay for any shortages. The title insurance company will be selected by Seller in her sole discretion. .
27. **Sale Information.** After Initial Signing by the Seller, listing broker is authorized to report this Agreement to the Multiple Listing Associations, and to change the status from Active to Pending-Back-Up or Pending- Short Sale, or such other applicable listing association and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraiser, title insurance companies and other parties related to the sale, to furnish the listing and/or selling brokers, on request, any and all information, and copies of documents concerning the status, progress and

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final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including Buyer's credit report and or proof of funds. After court approval the status is changed to Pending and no other offers can be accepted.

- 28. Sale Subject to Overbidding.** The sale of the Property is subject to the bidding procedures before the hearing or at the hearing on the motion for sale, at the sole discretion of the Trustee. The general overbid procedures are discussed further in paragraphs 29, and 30. **BUYER ACKNOWLEDGES THAT THE OVERBIDDING PROCEDURES MAY RESULT IN THE PROPERTY BEING SOLD TO A THIRD PARTY, IN WHICH EVENT BUYER'S DEPOSIT WILL BE REFUNDED TO BUYER AS BUYER'S SOLE AND EXCLUSIVE PAYMENT. ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN ASSOCIATION WITH THE CONTEMPLATED PURCHASE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, LOAN APPLICATION FEES, APPRAISAL FEES, INSPECTION FEES AND TITLE INSURANCE COSTS WILL NOT BE REIMBURSED AND REMAIN SOLELY BUYER'S EXPENSES. THE BUYER HAS ACKNOWLEDGED THIS BY INITIALING BELOW.**

Buyer (s) Initials

CJ 4/4/16

Seller Initial

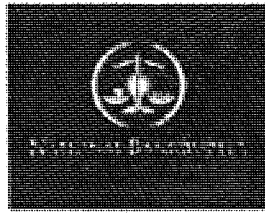
- 29. Subsequent Offers.** All purchase agreements are subject to approval and order of the U.S. Bankruptcy Court, and there cannot be mutual acceptance until final approval by the Bankruptcy Court. The Seller will apply to the Bankruptcy Court for approval of the sale set forth herein as soon as reasonably practicable. The Bankruptcy Court hearing will generally take place within six to eight weeks of Initial Signing. Mutual acceptance occurs upon final approval by the Bankruptcy Court. Further, if the trustee receives a better offer on the Property prior to or at the Bankruptcy Court hearing, the trustee may accept such offer contingent upon approval of the Bankruptcy Court and request that the court accept the better offer. This clause is an explanation of the law and removal of this clause from this Agreement will not change the law. The trustee agrees, however, to follow the procedure set forth in the next paragraph allowing for Buyer to attempt to match a competing offer. **BUYER REPRESENTS AND WARRANTS THAT NEITHER SELLER NOR ANY PARTY REPRESENTING SELLER HAS TOLD BUYER THAT THE BANKRUPTCY COURT WILL APPROVE THIS CONTEMPLATED SALE OR THAT THERE WILL BE OR SHOULD BE NO THIRD PARTY BIDDING OR BETTER OFFER.**

- 30. Competing Bids.** If Seller, subject to court approval, hereby agrees that the Buyer may match the proposed purchase price and terms of any third party offer. In order to bring this paragraph into effect, Buyer must notify the Seller of their intent to match the third party's offer within 24 hours of receipt from the Seller of notice of the third party's offer. The Seller's notice shall be in writing and state that the Buyer needs to meet or exceed the third party's price and other terms. This ability of Buyer to match other offers shall not apply during an auction of the Property. Buyer shall be required to comply with the bidding procedures established for such auction. If a written offer is received within 3 business days of the court hearing date, the court may have the proposed purchasers submit their last, highest and best offers at the hearing to approve the sale.

- 31. Feasibility Study.** If the Purchase Contract is subject to a feasibility study and the sale does not close because of any contingency which the Buyer does not waive, then prior to returning any earnest money or promissory note the Buyer shall provide the Seller a copy of every study, report, analysis or appraisal regarding the Property.

- 32. Real Estate Agent Commission.** Through escrow on the sale of the Property, and subject to Bankruptcy Court approval, the Trustee shall pay compensation for real estate agent services to the Buyer's agent and the Estate's

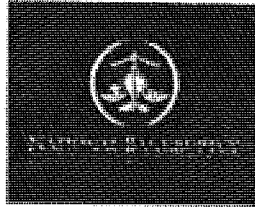
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agent. The maximum total commission allowed is six percent (6%) of the gross selling price. *IF COMMISSION IS REDUCED BY COURT ORDER OR LENDER, THEN LISTING AND SELLING BROKERS HEREBY AGREE TO REDUCE THEIR COMMISSIONS ACCORDINGLY.*

- 33. Attorneys' Fees.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.
- 34. Termite Report/Repairs, Misc Repairs and Home Warranty.** The Buyer has agreed to waive the requirements and costs for a termite report and any repairs. The Buyer shall comply with any and all minimum mandatory government retrofit requirements. The Buyer will provide, if required by local law, a septic inspection and/or certificate. The Buyer will provide and pay for their own one year home warranty plan.
- 35. Lead Paint.** Many used homes, especially those constructed before 1978, contain lead based paint. Lead paint is poisonous, especially for children. The Seller has no knowledge with respect to the presence or absence of lead paint in the Property. The Buyer shall undertake such investigation as he or she deems prudent in the circumstances. The Buyer shall conduct an initial inspection for the presence of lead base paint within seven (7) day time frame set forth in paragraph 7 herein. However, provided that the Buyer obtains specimens for analysis with the original inspection period and delivers them to a laboratory, upon written notice to the Seller within the original seven (7) day period, the Buyer may have an additional ten (10) days to obtain the results of a laboratory analysis for the presence of lead. If the Buyer does not obtain such laboratory samples, deliver them to laboratory and provide the Seller with notice within seven (7) days of Initial Signing, this contingency will be deemed waived on the close of business seven (7) days from Initial Signing. Unless the Buyer notifies the Seller within such additional ten (10) day period that the Property is not acceptable due to the presence of an unsafe level of lead paint, then this contingency will be deemed waived.
- 36. Signs, Lockboxes, Keys and Occupancy.** Signs and lockboxes will typically be removed within 7 days after closing. If they are not removed within 7 days, please notify the Listing Brokerage. Do not remove them. If anything is lost or stolen, the Buyer's agent agrees to reimburse the Listing Brokerage for the cost of such items. If the Buyer needs to remove the doorknob to rekey, the Buyer is to leave the lockbox and sign beside the front door. Buyer's agent acknowledges that the Buyer has no right to move into the Property until escrow has closed. Buyer's agent shall not facilitate any such move in before closing. The Buyer shall not occupy the Property or move personal items into the Property, for any reason prior to notification from the escrow company that the Trustees Deed has been recorded. Any early occupancy by the Buyer will cause for immediate termination of escrow, at the Seller's unilateral discretion and loss of the Buyer's deposit, along with any civil charges, if necessary. The Buyer may approach the Seller to lease the property in advance of the closing. Any such lease will require prior court approval and will be documented by a written month to month lease agreement. Request for a lease before closing must be given to the listing agent directly. Buyer is advised to re-key Property immediately upon closing due to the possibility of other people having copies of keys. Seller expressly disclaims any express or implied representation or warranty that all keys have been delivered to Buyer.

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37. **Personal Property.** The Seller is a bankruptcy trustee and has no knowledge of whether or not there is any leased personal property on the premises. It shall be up to the Buyer to make an appropriate investigation to determine whether or not there is any leased property on the premises which in any case is not be included in the sale. The debtor(s) (i.e. the party or parties who filed bankruptcy) may claim personal property on the premises, such as, but not limited to, non built-in appliances, drapes, curtains, etc., as exempt property until the Property is transferred to Buyer. Any such personal property claimed by the debtors is not included in the sale.

38. **Right of Agency:** Buyer, Buyer's Agent, and any other representative of the Buyer will only contact the Listing Broker or Representative for the Listing Broker of the property. Any attempt to directly contact the Seller/Trustee or the staff of the Seller/Trustee will not be tolerated. If any representative of the Buyer contacts the Seller/Trustee or staff directly, the result will be an immediate cancellation of escrow at the sole and unilateral discretion of the Seller/Trustee, with the Buyer's earnest money deposit forfeited, and the Department of Real Estate notified regarding the breach in agency law.

39. **Priority of Documents:** This Agreement is made pursuant to the following documents: (1) Residential Purchase Agreement and Joint Escrow Instructions, (2) Addendum No. 1, (3) this ACSB and (4) Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy. Whenever possible, each provision of each document shall be interpreted in such a manner as to be consistent with all other documents; however in the event of a conflict among the document the documents shall control in the following order:

1. Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy;
2. This ACSB;
3. Addendum No.1; and
4. Residential Purchase Agreement and Joint Escrow Instructions.

40. **NO VERBAL AGREEMENTS OR REPRESENTATIONS:** BUYER ACKNOWLEDGES THAT THERE ARE NO VERBAL AGREEMENTS OR REPRESENTATIONS. BUYER IS RELYING SOLELY UPON THIS AGREEMENT. BUYER HEREBY STATES THAT BUYER HAS READ EACH DOCUMENT CONSTITUTING THIS AGREEMENT AND UNDERSTANDS EACH DOCUMENT. NOTHING HAS BEEN VERBALLY STATED TO OR OTHERWISE CONVEYED TO BUYER WHICH IS CONTRARY TO THE TERMS OF THIS AGREEMENT.

SELLER: 
Charles W. Daff, solely in his capacity as
Chapter 7 Trustee for in re _____
and not in her individual capacity

DATE: 4/21/16

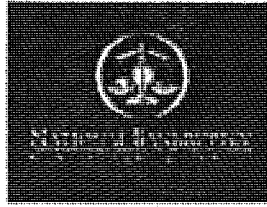
BUYER 

DATE 4/4/16

BUYER _____

DATE _____

The Real Estate Brokers executing this ACSB do so to acknowledge that they are bound by the terms of the Agreement applicable to them.



SELLERS BROKER:

Pacific Properties
By: Sandra Allen
Its: Randy Hobbs

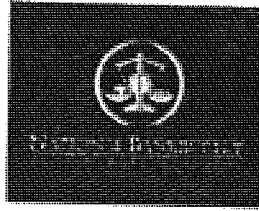
DATE 4/4/2016

BUYER'S BROKER

Prudential Seaboard
By: Corena Johnson
Its: Wicki Welchel

DATE 4/4/2016

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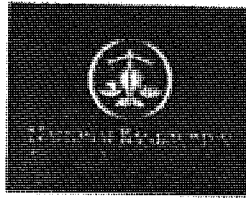
SELLERS BROKER:

By: _____
Its: _____

DATE _____

BUYER'S BROKER

Prudential Seaboard
By: Corena Johnson
Its: Wicket Whelchel
DATE 4/4/2016



US BANKRUPTCY COURT OFFER PACKET CHECKLIST

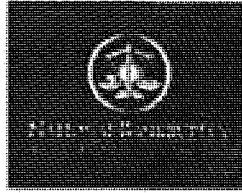
This checklist and packet include all necessary documentation when making an offer on a US Bankruptcy Court Short Sale Property

1. ☒ **Residential Real Estate Purchase Agreement / Purchase Contract**
 - a) DO NOT fill in any portion of the Seller's name; we will fill it in accordingly
 - b) Please review carefully all questions can be answered in the attached documents.
 - c) Financing contingency is included within the Agreement Re Conditions of Sale in Bankruptcy.
 - d) Inspection contingency is included within the Agreement Re Conditions of Sale in Bankruptcy.
 - e) Escrow and Title is directed within the Agreement Re Conditions of Sale in Bankruptcy.
 - f) Earnest money is explained in the Agreement Re Conditions of Sale in Bankruptcy.
2. ☒ **Contact Info Form:** Must complete form attached
3. ☒ **Buyer Pre approval letter, Proof of funds for down payment, Trustee's Fee and all cash transactions.** (This is non-negotiable)
4. ☒ **Offer Checklist**
5. ☒ **Any other RPA forms**
6. ☒ **Hold Harmless Agreement**

Please note the following:

1. **Contingent offers:** no offers contingent on the sale of another property or the closing of a pending offer are accepted.
2. **Offer Submissions & Seller Response:** Please upload the full package to Deborah L. Priebe debpriebe@sss-iv.com
3. **Closing date:** Closing date is the later of 30 days after lender approval or 14 days after Bankruptcy Court approval.
4. **Initial vs. Mutual Acceptance:** Initial acceptance is acceptance by the trustee's signature on the Affirmation of Agreement. Mutual Acceptance is upon court approval. All timeline for inspections begin with initial acceptance.
5. **All offers must be complete when submitted or they will be returned and will need to be resubmitted once complete.** All offers must be "wet" signed, as electronic signatures are not acceptable.
6. **BK Trustee Release Fee:** This fee is Non-negotiable and will need to be paid IN CASH at closing and cannot be rolled into the new loan. This fee is paid by the buyer on top of the purchase price. Do not include this fee in your offer price.
7. **Seller paid closing cost:** Due to the nature of this sale being sold by the Bankruptcy Court Trustee, the Seller will not pay any closing cost for the Buyer, except such portion of the Buyers cost that the Buyer is prohibited from paying pursuant to applicable FHA/VA regulations. If the property is FHA/VA and a Short Sale the unallowable closing costs would be paid by the bank.

A handwritten signature, possibly "CJD", is located in the bottom right corner of the page.



INFORMATION ON SALE OF REAL PROPERTY IN BANKRUPTCY

Individual (s) who reside, have a place of business or own property in the United States may file for bankruptcy in a federal court under Chapter 7. In a Chapter 7 Bankruptcy, the individual is allowed to keep certain exempt property. Most liens, however, survive. Other assets are sold by the bankruptcy court trustee to repay creditors. Bankruptcy sales are conducted by a United States Bankruptcy Court trustee for properties that have been owned by debtors who are in Chapter 7 Bankruptcy.

When a property receives an offer that is deemed reasonable by the trustee a court hearing is set with notice to the creditors and a date is set for the hearing, generally, six weeks or so from the initial signing of the offer by the trustee. The initial signing, however, does not constitute mutual acceptance. Mutual acceptance is achieved only after the sale has been approved by a United States Bankruptcy Court judge. The status of the property is changed to Pending Back-up. After court approval the status changes to Pending and the sale can close after 14 days.

Many of these properties originally have equity, but by the time an offer is received the unpaid mortgage with fees and interest combined with lowering property values may make it a short sale. The judge may order that the underlying lien holder approve the sale.

Title is with Ticor Title unless otherwise directed by the trustee. The potential buyer can perform an inspection within the time limit of the purchase and sale agreement. If the potential buyer finds the inspection to their satisfaction they may waive the inspection contingency by use of MLS. Other potential buyers may have an inspection of that property; however, if the buyer in 1st position waives their inspection an inspection cannot be a contingency of the potential sale. The same is true for a financing contingency. If any buyer waives the financing contingency any other buyer may obtain financing, but may not have a financing contingency. Timelines for inspection and financing contingencies begin after initial signing. Overbids will take place before or at the hearing on the sale motion in Bankruptcy Court. The overbid terms are in the Agreement Re Conditions of Sale in Bankruptcy and will also be in the Sale Motion.

It is very important that all potential buyers review this information, including the United States Bankruptcy Court purchase and sale agreement, to their satisfaction, prior to making an offer. The statutory trustee release fee is non-negotiable. All potential buyers are encouraged to seek legal advice if they deem it necessary. This page is an explanation of the process of selling property in Chapter 7 Bankruptcy.

Comena Johnson 4/4/16
Buyer Date Buyer Date



TRUSTEE ADDENDUM TO AGREEMENT RE CONDITIONS OF SALE IN BANKRUPTCY

The following is part of the purchase and sale agreement detailed: _____
between Corena Johnson BUYER(S)
and Trustee Charles Daff Chapter 7 Bankruptcy Trustee for Debra
Bell Case No. # 6:15-BK-21300ay SELLER
Concerning: 95674 Sitkum Lane, Myrtle Point (the "Property")
OR 97458

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

BUYER AGREES TO PAY THE STATUTORY BANKRUPTCY ESTATE FEE. THIS FEE IS TO BE PAID IN FULL AT CLOSING. THIS FEE CANNOT BE ROLLED INTO THE BUYERS LOAN. SEE EXHIBIT "B" FOR FEE SCHEDULE.

BUYER AGREES THAT IF COMMISSIONS ARE REDUCED BY EITHER A COURT ORDER OR A LENDER THE RESULTING COMMISSIONS ARE TO BE EVENLY DIVIDED BETWEEN THE LISTING AGENT AND THE SELLING AGENT.

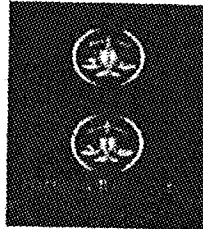
Selling Agent Prudential Seaboard, Agent Corena Johnson
Buyer(s) Initials Corena Johnson 4/4/2016
Seller Initials [Signature]

Trustee Fee Calculations

Purchase Price Range:
 $\$50,000 - \$235,000 = \$15,000 \text{ Fee}$
 $\$240,000 - \$1,000,000 = 5\% + \$250.00$
 $\$1,000,000 \text{ and higher} = 3\% + \$25,750$

Value	Fee
240,000	15,250
245,000	15,300
250,000	15,350
255,000	15,400
260,000	15,450
265,000	15,500
270,000	15,550
275,000	15,600
280,000	15,650
285,000	15,700
290,000	15,750
295,000	15,800
300,000	15,850
305,000	15,900
310,000	15,950
315,000	16,000
320,000	16,050
325,000	16,100
330,000	16,150
335,000	16,200
340,000	16,250
345,000	16,300
350,000	16,350
355,000	16,400
360,000	16,450
365,000	16,500
370,000	16,550
375,000	16,600
380,000	16,650
385,000	16,700
390,000	16,750
395,000	16,800
400,000	16,850
405,000	16,900
410,000	16,950
415,000	17,000
420,000	17,050
425,000	17,100
430,000	17,150
435,000	17,200
440,000	17,250
445,000	17,300
450,000	17,350
455,000	17,400
460,000	17,450
465,000	17,500
470,000	17,550
475,000	17,600
480,000	17,650
485,000	17,700
490,000	17,750
495,000	17,800
500,000	17,850
505,000	17,900
510,000	17,950
515,000	18,000
520,000	18,050
525,000	18,100
530,000	18,150
535,000	18,200
540,000	18,250
545,000	18,300
550,000	18,350
555,000	18,400
560,000	18,450
565,000	18,500
570,000	18,550
575,000	18,600
580,000	18,650
585,000	18,700
590,000	18,750
595,000	18,800
600,000	18,850
605,000	18,900
610,000	18,950
615,000	19,000
620,000	19,050

Value	Fee
625,000	19,100
630,000	19,150
635,000	19,200
640,000	19,250
645,000	19,300
650,000	19,350
655,000	19,400
660,000	19,450
665,000	19,500
670,000	19,550
675,000	19,600
680,000	19,650
685,000	19,700
690,000	19,750
695,000	19,800
700,000	19,850
705,000	19,900
710,000	19,950
715,000	20,000
720,000	20,050
725,000	20,100
730,000	20,150
735,000	20,200
740,000	20,250
745,000	20,300
750,000	20,350
755,000	20,400
760,000	20,450
765,000	20,500
770,000	20,550
775,000	20,600
780,000	20,650
785,000	20,700
790,000	20,750
795,000	20,800
800,000	20,850
805,000	20,900
810,000	20,950
815,000	21,000
820,000	21,050
825,000	21,100
830,000	21,150
835,000	21,200
840,000	21,250
845,000	21,300
850,000	21,350
855,000	21,400
860,000	21,450
865,000	21,500
870,000	21,550
875,000	21,600
880,000	21,650
885,000	21,700
890,000	21,750
895,000	21,800
900,000	21,850
905,000	21,900
910,000	21,950
915,000	22,000
920,000	22,050
925,000	22,100
930,000	22,150
935,000	22,200
940,000	22,250
945,000	22,300
950,000	22,350
955,000	22,400
960,000	22,450
965,000	22,500
970,000	22,550
975,000	22,600
980,000	22,650
985,000	22,700
990,000	22,750
995,000	22,800
1,000,000	22,850



Debra Bell

Case# 15-Bk-21300-SY

Buyer(s) Name:

Corena Johnson
Prudential Seaboard

Purchase Price:

\$140,000

Fee: \$15,000

Acknowledge by Circling agreed fee to the left and sign.

Signatures:

BUYER(S) *Corena Johnson 4/4/16*
 BUYER(S)

SELLER

[Signature]
Trustee

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 4, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Attorney for Trustee**: Lynda T Bui lbui@shbllp.com
- **Chapter 7 Trustee**: Charles W Daff (TR) charleswdaff@gmail.com, c122@ecfbis.com
- **Attorney for Trustee**: Elyza P Eshaghi eeshaghi@shbllp.com, avernon@shbllp.com
- **Attorney for Debtor**: Mona V Patel LawOfficesOfLadyJustice@gmail.com
- **Interested Party**: Ramesh Singh claims@recoverycorp.com
- **Interested Party**: United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov
- **Interested Party**: Kristin A Zilberstein bknotice@mccarthyholthus.com, kzilberstein@mccarthyholthus.com; kzilberstein@ecf.inforuptcy.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **May 4, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Buyer: Corena Rae Johnson; 1887 20th Street; Myrtle Point, OR 97488

Additional Address for Buyer: Corena Rae Johnson; c/o Prudential Seaboard Properties; 16 Hwy 42, Coquille, OR 97423

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **May 4, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy (via Messenger): U.S. Bankruptcy Court; Attn: Honorable Scott H. Yun; 3420 Twelfth Street, bin outside of Courtroom 302; Riverside, CA 92501

Trustee's Broker (via Email): Deborah L. Priebe; Email: debpriebe@sss.lv.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 4, 2016

Date

Erlanna Lohayza

Printed Name

/s/ Erlanna Lohayza

Signature

U.S. MAIL SERVICE LIST

DEBTOR

DEBRA J. BELL
PO BOX 293973
PHELAN, CA 92329-3973

NEF - ATTORNEY FOR DEBTOR

MONA V PATEL
15423 ANACAPA ROAD
VICTORVILLE, CA 92392-2463

NEF - INTERESTED PARTY

UNITED STATES TRUSTEE (RS)
3801 UNIVERSITY AVENUE, SUITE
720
RIVERSIDE, CA 92501-3255

NEF - CHAPTER 7 TRUSTEE

CHARLES W DAFF (TR)
18881 VON KARMAN AVENUE
SUITE 1500
IRVINE, CA 92612-1582

CREDITOR LISTING

CITIBANK, NA, AS TRUSTEE, FOR
THE WAMU MORTG
C/O MCCARTHY & HOLTHUS, LLP
1770 FOURTH AVENUE
SAN DIEGO, CA 92101-2607

CREDITOR LISTING

EMPLOYMENT DEVELOPMENT
DEPT.
BANKRUPTCY GROUP MIC 92E
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

CREDITOR LISTING

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS: A-
340
P.O. BOX 2952
SACRAMENTO, CA 95812-2952

CREDITOR LISTING

RECOVERY MANAGEMENT
SYSTEMS CORPORATION
25 SE 2ND AVENUE, SUITE 1120
MIAMI, FL 33131-1605

CREDITOR LISTING

ALLSTATE
1609 BAY SHORE
COOS BAY, OR 97420-2556

CREDITOR LISTING

CHASE BANK
ATTN: BANKRUPTCY
PO BOX 15298
WILMINGTON, DE 19850-5298

CREDITOR LISTING

CHASE CARD
PO BOX 15298
WILMINGTON, DE 19850-5298

CREDITOR LISTING

CHASE MTG
PO BOX 24696
COLUMBUS, OH 43224-0696

RFSN/COUNSEL FOR JP MORGAN

CHASE, NA
JPMORGAN CHASE, NA
C/O MCCARTHY & HOLTHUS, LLP
1770 FOURTH AVENUE
SAN DIEGO, CA 92101

RFSN

JPMORGAN CHASE, NA
C/O CHASE HOME FINANCE
MILWAUKEE
ATTN: CORRESPONDENCE MAIL
MAIL CODE LA4-5555
700 KANSAS LANE
MONROE, LA 71203

CREDITOR LISTING

COOS COUNTY OREGON
250 NORTH BAXTER
COQUILLE, OR 97423-1875

CREDITOR LISTING

DISCOVER FINANCIAL
ATTN: BANKRUPTCY
PO BOX 3025
NEW ALBANY, OH 43054-3025

CREDITOR LISTING

MCCARTHY & HOLTHUS, LLP
920 SW 3RD AVENUE, 1ST FLOOR
PORTLAND, OR 97204-2419

CREDITOR LISTING

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SYSTEMS CORPORATION
25 S.E. 2ND AVENUE, SUITE
1120
MIAMI, FL 33131-1605

CREDITOR LISTING

SELECT PORTFOLIO SERVICING
PO BOX 65250
SALT LAKE CITY, UT 84165-0250

CREDITOR LISTING

STARDUST
4061 LAKE TAHOE
SOUTH LAKE TAHOE, CA 96150-
6905